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PUBLIC WORKS COMMITTEE AGENDA

December 6, 2023

1:00 p.m.

1. Pledge of Allegiance

2. Roll Call

3. Approval of Minutes

- November 1, 2023

4. Highway

- Approval of Supplemental Agreement No.1R - Barton & Loguidice - Madison Street Bridge
- Approval of Supplemental Agreement No. 2 - LaBella - CR26 Bridge Replacement
- Approval of Agreement - Hunt Engineers - Water & Wastewater Design for Area 51
- Budget Transfer Request for Road Striping 2023
- Authorization to Apply for the Bridge NY 2023 Grant
- Request to Fill Heavy Motor Equipment Operator I (HMEO I)
- **Bridge NY- LB 20-20, County Road 4, Town of Hume**
 - Approval of Bridge NY Agreement with NYSDOT
 - Approval of Bridge NY Agreement with NYSDOT for ROW Incidentals
 - Create Capital Project and Budget Modification - H5989.200
 - Acceptance of agreement with Hunt Engineers
- **Bridge NY- LB 16-03, County Road 31, Town of Friendship**
 - Approval of Bridge NY Agreement with NYSDOT
 - Approval of Bridge NY Agreement with NYSDOT for ROW Incidentals
 - Create Capital Project and Budget Modification - H5988.200
 - Acceptance of agreement with Hunt Engineers
- **Bridge NY- LC 31-36, County Road 31, Town of Scio (Culvert)**
 - Approval of Bridge NY Agreement with NYSDOT
 - Approval of Bridge NY Agreement with NYSDOT for ROW Incidentals
 - Create Capital Project and Budget Modification - H5987.200
 - Acceptance of Agreement with Bergmann Associates
- **Bridge NY- LC 02-37, County Road 2, Town of West Almond (Culvert)**
 - Approval of Bridge NY Agreement with NYSDOT
 - Approval of Bridge NY Agreement with NYSDOT for ROW Incidentals
 - Create Capital Project and Budget Modification - H5986.2000
 - Acceptance of Agreement with Bergmann Associates

5. Solid Waste

- Permission to Award Landfill Tipping Fee

6. Buildings and Grounds

- 7. Old Business**
- 8. New Business**
- 9. Good of the Order**
- 10. Adjournment**

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Project: PIN 6755.18- Madison Street Bridge over WNY&P Railroad (BIN 2255160)
Village of Wellsville, Allegany County, New York

Public Works requests a Resolution authorizing the Chairman of the Board's signature on Supplemental Agreement No. R1 with Barton & Loguidice, 443 Electronics Parkway, Liverpool, NY 13088. This agreement includes Construction Support/Inspection Services for the anticipated 20-week construction duration for the Madison Street Bridge Replacement. The maximum amount payable shall not exceed \$122,100.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: \$0

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Project: PIN 6755.56 – E. Hughes Street. / CR26 Bridge over Genesee River
Phase 2 – Bridge Replacement Construction Inspection and Support Services

Public Works requests a Resolution authorizing the Chairman of the Board's signature on Supplemental Agreement No. 2 with LaBella Associates, DPC, 300 State Street, Suite 201, Rochester, NY 14614. This agreement covers Construction Inspection and support services for the bridge replacement on County Road 26, over Genesee River. The maximum amount payable shall not exceed \$524,000.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: \$0

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Public Works requests a Resolution authorizing the Chairman of the Board's signature on an agreement with Hunt Engineers, 100 Hunt Center, Horseheads, NY 14845 for the final development of the Water and Wastewater Design for the commercial development at the S-Curves on County Road 20. This agreement also includes the environmental permitting for the proposed County Road 51. The compensation for this project shall not exceed \$549,600 plus reimbursable expenses.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: \$

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION

Budget Transfer Within County Road Fund

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

The Public Works Department requests a resolution to make the following transfer within the County Road fund to cover additional costs incurred for road striping in 2023.

From: D5110.408 – General Supplies	(\$46,000.00)
To: D3310.465 – Transportation Contracts - Striping	\$46,000.00

FISCAL IMPACT: None

For further information regarding this matter, contact:

Thomas H. Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

(585) 268-9233
(585) 268-9234

MEMORANDUM OF EXPLANATION

For Authorization to Apply for Grant

INTRODUCTION NO: _____

(Clerk's use only)

Committee of Jurisdiction: Public Works

Date: December 6, 2023

Seeking authorization to apply for: **Bridge NY 2023**

Explanation of grant application:

Culvert Projects:

County Route 15A LC15A-16

County Route 1 LC01-04

Bridge Projects:

County Route 31A LB05-06 BIN 3329920

County Route 49 LB23-10 BIN 3330480

County Route 23 LB20-13 BIN 3330530

FISCAL IMPACT: Total Grant- Exact amount is unknown until the award is announced.

Culvert Replacement @ 100% of cost- No local share

Bridge Replacement @ 95% - 5% Local Share

State Grant? X

Federal Grant? X

Revenue: to be set up when grant is awarded and accepted

\$ _____

(if this is a new grant you will have to get a new revenue number from Treasurer office upon receiving the grant and asking for the budget adjustment to accept the grant)

This grant is _____ renewal of existing grant funded program or a _____ new grant fund program.

Grant Fiscal Year: January 1, 2024 – December 31, 2024

Obligation of County after grant expires: Continue maintaining our bridges & culverts

Major benefits of applying for this grant are: Bridge and Culvert replacements paid through this grant

Department Head Signature: _____

Request to Fill Position Form

And all subsequent positions due to a retirement

Date: December 6, 2023

Committee of Jurisdiction: Public Works

Title of Position: Heavy Motor Equipment Operator I (HMEO I)

Dept.: Public Works

Will any position(s) be eliminated? No If yes, which position(s): _____

This position is an:

Existing position: ☒ X

Newly Created Position: _____

Created by Resolution #: _____

This position will be:

Full-Time: ☒ X

Part-Time: _____ Permanent: _____ Temporary: _____

This position will be:

Section IV: Non Union: _____ Union: ☒ X covered by the AFSCME bargaining unit.

Grade: 13 Step: Base to 7 Hourly pay rate: \$18.9556 to \$22.9441

Annual salary of position: \$39,427.65 to \$47,723.73 Cost of benefits for position: \$15,566.04 to \$18,841.33

Does the position support a mandated program/grant? No Name of program: _____

Source of funding for position: 100% County _____% State _____% Federal _____% Other

Source of funding for benefits: 100% County _____% State _____% Federal _____% Other

Amount in current year's budget for this position: 100%

Rationale justifying the need to fill this position at this time. Please include in your rational where applicable:

1. The specific duties that cannot be accomplished by another employee.

Maintenance and operation of specialized Heavy Motor Equipment necessary to the for the County's Highway Department

2. The goals your organization will not be able to accomplish as a result of not filling this position.

Maintenance and operation of specialized Heavy Motor Equipment necessary to the for the County's Highway Department

3. The funding available to fill the position from external sources.

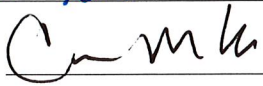
None

4. The benefit to the County generated by this specific position.

Request to fill HMEO I in Bridge Construction due to a retirement and all subsequent positions including from the outside.

Department Head Name: 

Date: 11/28/2023

County Administrator Authorization: 

Date: 11/29/23

Personnel Officer Authorization: 

Date: 11-29-23

Approved by the Ways and Means Committee on _____

Pursuant to Resolution No. 146-03

Form Amended September 27, 2017

MEMORANDUM OF EXPLANATION

Approval of DPW Bridge NY

NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for bridge rehabilitation BR #20-20 BIN 3330760 on County Road 4 over Genesee River in the Town of Hume. This agreement covers the Preliminary Engineering phase for this project.

The total project cost for the Preliminary Engineering phase is \$551,250. Up to \$525,000 will be 100% reimbursed with federal funds under the New York State Bridge NY Program. The additional \$26,250 will be 100% local share for any amount over \$525,000.

FISCAL IMPACT: Federal funding 100% up to \$525,000 NYS Bridge NY Program & local funding 100% up to \$26,250 for costs over \$525,000 in capital project H 5989.

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Approval of DPW Bridge NY

NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for bridge rehabilitation BR #20-20 BIN 3330760 on County Road 4 over Genesee River in the Town of Hume. This agreement covers the Right of Way Incidentals phase for this project.

The total project cost for the Right of Way Incidentals phase is \$21,000. Up to \$20,000 will be 100% reimbursed with federal funds under the New York State Bridge NY Program. The additional \$1,000 will be 100% local share for any amount over \$20,000.

FISCAL IMPACT: Federal funding 100% up to \$20,000 NYS Bridge NY Program & local funding 100% up to \$1,000 for costs over \$20,000 in capital project H 5989.

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Establish and Fund Capital Project

Budget Transfer / Modification Request

COMMITTEE: Public Works
Refer to Ways and Means

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution establishing a 2023 Capital Project account for CR4 Bridge #20-20 BIN 3330760, Town of Hume as part of the Bridge NY bridge rehabilitation program.

This project is being federally funded through New York State Bridge NY at 100% of the anticipated cost plus an additional 5% local share for any overages at each phase. Currently, the total anticipated cost of this project through all phases is \$6,984,000 with an additional \$349,200 available locally for possible overages. The local share will be funded from H5197 Highway Equipment & Capital Outlay account. The first phases of the project has federal funding by New York State Bridge NY up to \$545,000 and local funding for overages up to \$27,250. Local funding is only accessed if costs exceed the federal funding at any phase. We are requesting the following transfer and budget modification to the 2023 budget to cover the entire project.

BUDGET TRANSFER / MODIFICATION request as follows: *new account

Capital Fund Number *H 5989 Hume BR BIN 3330760 CR4 Genesee

Budget Transfer Request:

From:	H5197.200	Capital Project	(\$349,200)
To:	H5989.200	Capital Project	\$349,200

Budget Modification Request:

Expense:			
H 5989.200	Hume BR BIN 3330760 CR4 Genesee		\$7,333,200
H 5197.200	Highway Equipment & Capital Outlay		(\$349,200)
Revenue:			
H 5989.3097.BRNY	State Aid Bridge NY Program		\$6,984,000

FISCAL IMPACT: Federal funding NYS Bridge NY Program 100% up to \$6,984,000 & local funding 100% of \$349,200 for overages at each phase

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Project: County Road 4 over Genesee River Bridge Rehabilitation (BIN 3330760, PIN 6755.74), Town of Hume

Public Works requests a Resolution authorizing the Chairman of the Board's signature on an agreement with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845. This agreement is to engage the services of a Consultant Engineer for the BridgeNY Project, County Road 4 (LB 20-20), over the Genesee River Bridge Rehabilitation (BIN 3330760, PIN 6755.74). The term of the agreement ends October 1, 2025. The maximum amount of compensation shall not exceed \$332,000.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: Funding 100% NYS Bridge NY Program in capital project

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION

Approval of DPW Bridge NY

NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for bridge rehabilitation BR #16-03 BIN 3330260 on County Road 31 over Van Campen Creek in the Town of Friendship. This agreement covers the Preliminary Engineering phase for this project.

The total project cost for the Preliminary Engineering phase is \$459,900. Up to \$438,000 will be 100% reimbursed with federal funds under the New York State Bridge NY Program. The additional \$21,900 will be 100% local share for any amount over \$438,000.

FISCAL IMPACT: Federal funding 100% up to \$438,000 NYS Bridge NY Program & local funding 100% up to \$21,900 for costs over \$438,000 in capital project H 5988.

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Approval of DPW Bridge NY

NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for bridge rehabilitation BR #16-03 BIN 3330260 on County Road 31 over Van Campen Creek in the Town of Friendship. This agreement covers the Right of Way Incidentals phase for this project.

The total project cost for the Right of Way Incidentals phase is \$10,500. Up to \$10,000 will be 100% reimbursed with federal funds under the New York State Bridge NY Program. The additional \$500 will be 100% local share for any amount over \$10,000.

FISCAL IMPACT: Federal funding 100% up to \$10,000 NYS Bridge NY Program & local funding 100% up to \$500 for costs over \$10,000 in capital project H 5988.

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Establish and Fund Capital Project

Budget Transfer / Modification Request

COMMITTEE: Public Works
Refer to Ways and Means

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution establishing a 2023 Capital Project account for CR31 Bridge #16-03 BIN 3330260, Town of Friendship as part of the Bridge NY bridge rehabilitation program.

This project is being federally funded through New York State Bridge NY at 100% of the anticipated cost plus an additional 5% local share for any overages at each phase. Currently, the total anticipated cost of this project through all phases is \$2,867,000 with an additional \$143,350 available locally for possible overages. The local share will be appropriated from General Fund Contingency A 1990.429. The first phase of the project has federal funding by New York State Bridge NY up to \$448,000 and local funding for overages up to \$22,400. Local funding is only accessed if costs exceed the federal funding at any phase. We are requesting the following transfer from contingency and budget modification to the 2023 budget to cover the entire project.

BUDGET TRANSFER / MODIFICATION request as follows: *new account

Capital Fund Number *H 5988 Frship BR BIN 3330260 CR31 Van Campen

Budget Transfer Request:

From:	A1990.429	Contingency	(\$143,350)
To:	A9560.904	Interfund Transfer to H	\$143,350
From:	A9560.904	Interfund Transfer to H	(\$143,350)
To:	H5988.5031.5988	Interfund Transfer from A	\$143,350

Budget Modification Request:

Expense:			
	H 5988.200	Frship BR BIN 3330260 CR31 Van Campen	\$ 3,010,350
Revenue:			
	H 5988.3097.BRNY	State Aid Bridge NY Program	\$ 2,867,000
	H 5988.5031.5988	Local Aid Bridge NY Program	\$ 143,350

FISCAL IMPACT: Federal funding NYS Bridge NY Program 100% up to \$2,867,000 & local funding 100% of \$143,350 for overages at each phase

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Project: County Road 31 over VanCampen Creek Bridge Rehabilitation (BIN 3330260, PIN 6755.73), Town of Friendship

Public Works requests a Resolution authorizing the Chairman of the Board's signature on an agreement with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845. This agreement is to engage the services of a Consultant Engineer for the BridgeNY Project, County Road 31 (LB 16-03), over the VanCampen Creek Bridge Rehabilitation (BIN 3330760, PIN 6755.74). The term of the agreement ends October 1, 2025. The maximum amount of compensation shall not exceed \$278,000.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: Funding 100% NYS Bridge NY Program in capital project

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION
Approval of DPW Bridge NY
NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for culvert replacement LC #31-36 on County Road 31 over Gordon Brook in the Town of Scio. This agreement covers the Design and Construction / Construction Inspection phases for this project.

The total cost for the Design and Construction / Construction Inspection phases of this project is \$2,160,000 and is 100% funded by the New York State Bridge NY Program.

FISCAL IMPACT: Funding 100 % NYS Bridge NY Program in capital project H 5987.
No local dollars

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION
Approval of DPW Bridge NY
NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for culvert replacement LC #31-36 on County Road 31 over Gordon Brook in the Town of Scio. This agreement covers the Right of Way Incidentals and Acquisition phases for this project.

These phases are 100% funded by the New York State Bridge NY Program. No County funds are to be made available for the Right of Way Incidentals & Acquisition phases for this project as NYSDOT will administer these phases.

FISCAL IMPACT: Funding 100 % NYS Bridge NY Program in capital project H 5987.
No local dollars

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Establish and Fund Capital Project

Budget Modification Request

COMMITTEE: Public Works
Refer to Ways and Means

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution establishing a 2023 Capital Project account for CR31 Culvert #31-36, Town of Scio as part of the Bridge NY culvert replacement program.

The project is 100% funded by New York State Bridge NY and we are requesting the following adjustment to the 2023 budget.

BUDGET MODIFICATIONS request as follows: *new account

Capital Fund Number *H 5987 Scio LC #31-36 CR31 Gordon

Budget Modification Request:

Expense:

H 5987.200	Scio LC #31-36 CR31 Gordon	\$ 2,160,000
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Revenue:

H 5987.3097.BRNY	State Aid Bridge NY Program	\$ 2,160,000
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FISCAL IMPACT: Funding 100 % NYS Bridge NY Program – No local dollars.

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Project: Replacement of (LC 31-36) Middaugh Hill Road (CR31) Culvert over Tributary to Gordon Brook, Town of Scio

Public Works requests a Resolution authorizing the Chairman of the Board's signature on an agreement Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. This agreement is to engage the services of a Consultant Engineer for the BridgeNY Project, County Road 31 (LC 31-36), over the Tributary to Gordon Brook Culvert Rehabilitation (PIN 6755.76). The term of the agreement ends October 1, 2025. The maximum amount of compensation shall not exceed \$339,000.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: Funding 100% NYS Bridge NY Program in capital project

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION

Approval of DPW Bridge NY

NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for culvert replacement LC #02-37 on County Road 2 over Karr Valley Creek in the Town of West Almond. This agreement covers the Design and Construction / Construction Inspection phases for this project.

The total cost for the Design and Construction / Construction Inspection phases of this project is \$1,768,000 and is 100% funded by the New York State Bridge NY Program.

**FISCAL IMPACT: Funding 100 % NYS Bridge NY Program in capital project H 5986.
No local dollars**

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Approval of DPW Bridge NY

NYS Dept of Transportation Agreement

COMMITTEE: Public Works

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution approving the Bridge NY agreement with NYS Department of Transportation for culvert replacement LC #02-37 on County Road 2 over Karr Valley Creek in the Town of West Almond. This agreement covers the Right of Way Incidentals and Acquisition phases for this project.

These phases are 100% funded by the New York State Bridge NY Program. No County funds are to be made available for the Right of Way Incidentals & Acquisition phases for this project as NYSDOT will administer these phases.

**FISCAL IMPACT: Funding 100 % NYS Bridge NY Program in capital project H 5986.
No local dollars**

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

Establish and Fund Capital Project

Budget Modification Request

COMMITTEE: Public Works
Refer to Ways and Means

DATE: December 6, 2023

The Allegany County Department of Public Works requests a resolution establishing a 2023 Capital Project account for CR2 Culvert #02-37, Town of West Almond as part of the Bridge NY culvert replacement program.

The project is 100% funded by New York State Bridge NY and we are requesting the following adjustment to the 2023 budget.

BUDGET MODIFICATIONS request as follows: *new account

Capital Fund Number *H 5986 WAlmd LC #02-37 CR2 Karr Valley

Budget Modification Request:

Expense:

H 5986.200	WAlmd LC #02-37 CR2 Karr Valley	\$ 1,768,000
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Revenue:

H 5986.3097.BRNY	State Aid Bridge NY Program	\$ 1,768,000
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FISCAL IMPACT: Funding 100 % NYS Bridge NY Program – No local dollars.

For further information regarding this matter, contact:

Tom Windus, Superintendent of Public Works
Jen McMahon, DPW Fiscal Manager

585-268-9233
585-268-9234

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Project: Replacement of (LC 02-37) Karr Valley Road (CR2) Culvert over Karr Valley Creek (PIN 6755.75), Town of West Almond

Public Works requests a Resolution authorizing the Chairman of the Board's signature on an agreement Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. This agreement is to engage the services of a Consultant Engineer for the BridgeNY Project, County Road 2 (LC 02-37), over the Karr Valley Creek Culvert Rehabilitation (PIN 6755.75). The term of the agreement ends October 1, 2025. The maximum amount of compensation shall not exceed \$316,000.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT: Funding 100% NYS Bridge NY Program in capital project

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233

MEMORANDUM OF EXPLANATION

INTRODUCTION NO: _____
(CLERK'S USE ONLY)

COMMITTEE: PUBLIC WORKS COMMITTEE

DATE: December 6, 2023

Public Works requests a Resolution authorizing the Chairman of the Board's signature on an agreement with New England Waste Services of N.Y., Inc., 5 Wall Street, Suite 200, Clifton Park, NY 12065 for the Disposal of Solid Wastes at a Landfill Facility.

For Mixed Municipal Wastes:

2024 - \$42.00/ton
2025- \$45.00/ton
2026/2027- Annual Increase based on CPI + previous year rate

Construction and Demolition Debris, including other bulky wastes:

2024- \$42.00/ton
2025- \$45.00/ton
2026/2027- Annual Increase based on CPI + previous year rate

Waste Water Treatment Plant Sludge:

2024- \$90.00/Ton
2025- \$96.00/Ton
2026/2027- Annual Increase based on CPI + previous year rate

This is upon approve from the committee to award this bid.

This agreement is subject to review by the County Attorney.

FISCAL IMPACT:

For further information regarding this matter, contact:

Thomas H. Windus
Superintendent

(585) 268-9233



Allegany County, New York

Bids for Disposal of Solid Wastes at a Landfill Facility

December 5, 2023



ESTABLISHED 1975

RECYCLING • SOLUTIONS • ORGANICS • COLLECTION • ENERGY • LANDFILLS



December 5, 2023

County of Allegany
County Office Building, Rm 210
Attn: Thomas Windus, Superintendent
7 Court Street
Belmont, NY 14813

RE: BIDS FOR DISPOSAL OF SOLID WATES AT A LANDFILL FACILITY

Dear Mr. Windus,

New England Waste Services of N.Y., Inc. a wholly-owned subsidiary of Casella Waste Systems, Inc. ("Casella") is pleased to provide County of Allegany, New York ("County") with the following proposal for disposal services. As the leading resource management company in the Eastern United States, we have nearly five decades of experience in collection, hauling, disposal and processing services, as such, we believe Casella is the most qualified partner to continue meeting the County's material management needs.

Along with Casella's longstanding environmental service expertise, Casella recovers over one million tons of recyclables and organic residuals for beneficial use each year. We are committed to working collaboratively with the County to meet its goals; both environmentally and economically. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, complying with all state and federal regulations, all the while improving our communities and environment.

In addition to solid waste and recycling services we often deploy education and other value-added services such as mattress recycling, food waste services and new technology- to our customers, as desired. Our proposal outlines the scope of services for disposal, continue the first week of January 2024, our qualifications, and experience. As such, if Casella is awarded the contract, we have proposed a couple of additional nuances to the agreement which we would like to call to your attention for review.

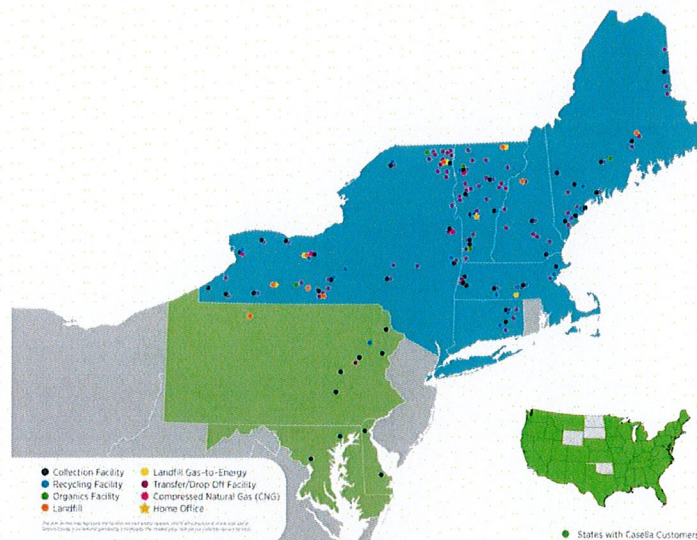
We feel that this proposal reflects our strong desire to continue building our esteemed partnership with the County of Allegany. We look forward to discussing this in greater detail. If you have any questions, please feel free to reach me directly at (607) 220-7563.

Sincerely,

Michael Stehman
Vice President, Western Region

Who We Are

Casella, headquartered in Rutland, Vermont, is one of the largest recyclers and most experienced fully integrated resource management companies in the Eastern United States. Founded in 1975 as a single truck collection service, Casella employs approximately 4,200 people. We have grown our operations to include over 150 owned and/or operated facilities spanning from Maine to Maryland, delivering services to residential, commercial, municipal, industrial, and institutional customers. We service over one million customers in our operating footprint, including curbside collection service to over 800,000 households, and provide professional resource management services to over 10,000 customer locations across 44 states. In addition, we serve as the largest recycler in the Eastern United States, recovering 1,000,000 tons of recyclables and nearly 400,000 tons of organic residuals each year.



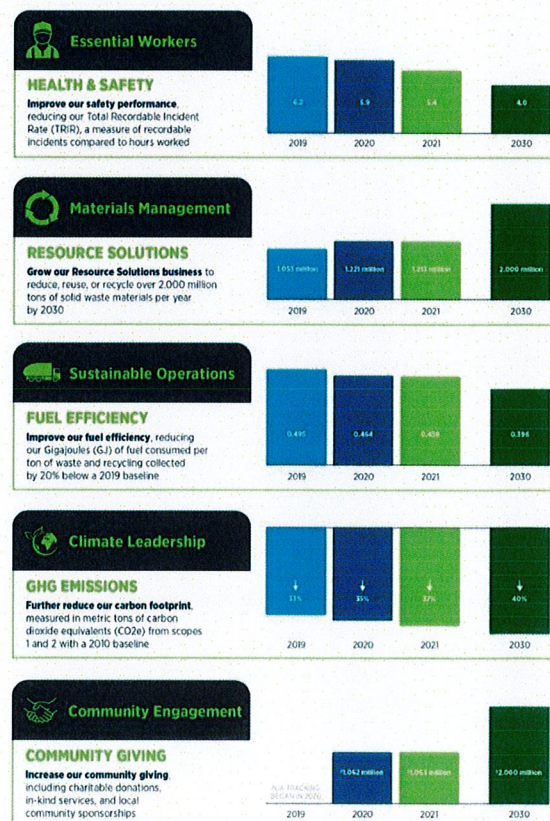
Today, with a clear strategy to serve our customers with integrated services, we continue to lead the solid waste industry with an innovative business model that seeks to create sustainable value beyond the traditional waste disposal model.

Our Sustainability Goals

Sustainability has been at our core since our founding in 1975. Over the years, important sustainability milestones have included:

- 1977: Opened our first recycling facility
- 1999: Launched our first food waste collection route
- 2008: Built our first landfill-gas-to-energy power plant
- 2012: Earned the EPA Climate Leadership Award for Excellence in GHG Management
- 2014: Reached the milestone of recovering 1 million tons per year of recyclables and organics
- 2021: Broke ground on our first Landfill RNG facility to produce quality renewable gas from your waste
- 2023: Partnered on a groundbreaking circular economy pilot to advance recycling of plastic medical devices in the healthcare industry

We have identified five key sustainability goals for 2030. These include reducing our greenhouse gas emissions by an additional 40% and increasing the tonnage we recover from the waste stream to 2 million tons per year. To view all five of our goals, and our progress toward achieving them, please visit sustainability.casella.com.



Milestones in Sustainable Materials Management

For over four decades, Casella has been continuously innovating, investing, and improving the infrastructure for sustainable materials management. Beginning in 1975 as a single truck operation, the company today runs over 1,000 trucks, employs over 3,000 people, and recovers over 1 million tons of recyclable materials every year.



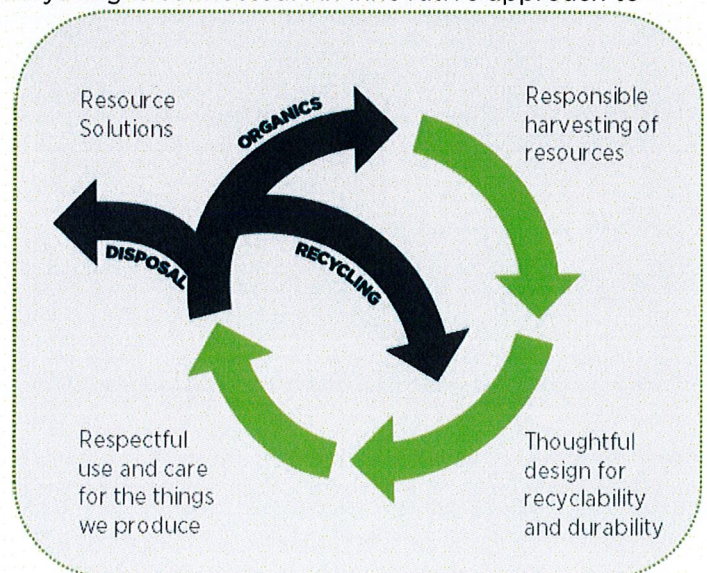
Waste Reduction & Prevention

As a society, we live in a closed-loop environment where everything is connected. An innovative approach to managing today's waste includes the realization that renewing the life cycle of the products our communities consume is a critical step in reducing our waste. The concept of managing solid waste means giving trash a new purpose and turning waste into a valuable resource.

Casella believes that improving the lives of our customers and those in the communities we serve encompasses the three pillars of sustainability:

1. Economic Development
2. Environmental Leadership
3. Social Responsibility

Casella encourages waste prevention and increases diversion rates by educating communities and institutions on what can and unfortunately sometimes cannot be recycled. We do this through marketing material and consistent communication with our municipality partners.



Scope of Services

Material Management

All municipal solid waste, construction & demolition waste and wastewater treatment sludge collected locally will be accepted at Casella's owned and operated Hyland Facility, located in Angelica, NY. Casella has redundant disposal capacity through our network of facilities in the state, to ensure responsible disposal of material through the term of the contract. The alternate or back up facilities are listed below; additional information can be provided upon request.

Disposal Site: Hyland Landfill

Owner: The Hyland Facility Associates

Address: 6653 Herdman Road, Angelica, NY 14709

Facility Manager: Josh Haley

Phone: (585) 268-1130

Hours of Operation: Mon-Fri 7am-3pm Sat 7am-12pm

Capacity: Hyland Landfill has an approved design capacity of 139,500 tons per quarter, no daily tonnage capacity, of waste for disposal, or approximately 465,000 tons of waste annually. The facility is permitted to accept all residential and commercial municipal solid waste, construction and demolition debris and pre-approved special waste.

Operating Experience

Our near five decades of experience has led to owning/ operating nine landfills, five of which are in New York State. Clinton County landfill in Schuyler Falls, New York and the Ontario County Landfill in Seneca, New York are operated under a long-term lease agreement. Our extensive experience with operating, permitting, expanding, and opening new development areas at these landfills has provided a tremendous opportunity to develop an excellent working relationship with the State Environmental regulators and many communities throughout the region.

Historically, Casella has been involved in all aspects of landfill operations dating back to 1975. Since then, Casella has owned or operated landfills in Vermont, New Hampshire, Maine, Massachusetts and New York. Project work completed at these sites includes excavation, construction, well installation, remediation, closure, and post-closure activities. Casella's experience also includes the performance of landfill closure services for several municipalities. We have provided additional detailed information about a few of the facilities we operate as a demonstration of our solid waste facility management experience and qualifications.

Hyland Landfill

The Hyland Facility Associates

Reference Contact: Bob Jones, Town Supervisor, Angelica, NY

Phone: (585) 610-0024

Hyland, located in Allegany County, New York, has been in operation since July 1998 and is wholly owned. The facility serves communities throughout western New York and Northern Pennsylvania. The facility is located on a 600-acre property, which represents additional expansion capability. The company was successful in seeking a town wide referendum during calendar year 2020 local elections. This successful referendum provided an additional 55 acres, representing approximately 22.0 million tons of additional capacity. The NYSDEC Solid Waste Permit allows Hyland to accept 465,000 tons per year of waste including municipal solid waste (MSW), construction and demolition debris (C&D), and non-hazardous industrial waste. In addition to permitted waste, Hyland can accept up to 93,000 tons of material that has been granted a Beneficial Use Determination (BUD); the BUD material, primarily petroleum-contaminated soils, is used as Alternate Daily Cover (ADC).

Key Personnel

The County of Allegany will have a direct line to our local operations team to ensure any daily service issues are resolved promptly. Casella will have the following resources overseeing the contract and supporting the County's needs.

Division Manager: Josh Haley

Phone: (585) 268-1130

Email: joshua.haley@casella.com

Reporting

Casella recognizes the importance of providing the County with monthly and annual reports for quantities of materials received by municipality.

Compliance

Casella operates under strict compliance with all local, state, and federal regulations and laws, including E.P.A., OSHA, and D.O.T. regulations. All Town ordinances will be clearly communicated and adhered to within our organization. All necessary permits, licenses, certificates, and inspections would be provided.

Proposal Exceptions

If awarded the contract, we have proposed additional nuances of the agreement which we would like to call to your attention for review. Please see below:

1. Pricing included in proposal is valid for 45-days from submission date.
2. Casella takes exception to wastewater treatment sludge being considered a 'typical component of such waste'. The attached 'Casella Terms Applicable to Residuals' terms apply to wastewater treatment sludge disposal.

Qualifications and Experience

References

We view Municipal work as a partnership. Our over-arching goal is to provide the highest level of service and satisfaction to our municipal partners. We believe the best testament to our performance comes from our customers. Should you wish to reach out to some of your neighboring communities, the following list would certainly be willing to share their experiences in partnering with Casella.

Rockland County Solid Waste Management Authority

Name: Gerard Damiani

Title: Executive Director

Phone: (781) 871-1054

Email: gdamiani@rocklandgreen.com

Address: 420 Torn Valley Road, Hillburn, NY10931

Partnership: Casella provides transportation and disposal for solid waste and construction and demolition debris from the Rockland County.

Columbia County Solid Waste Authority

Name: Jolene Race

Title: Director, Solid Waste Division

Phone: (518) 828-2737

Email: jolene.race@columbiacountyny.com

Address: 401 State Street, Hudson, NY 12534

Partnership: Casella provides transportation and disposal for solid waste and construction and demolition debris from Columbia County.

Tompkins County, New York

Name: Leo Riley

Title: Materials Management Director

Phone: (607) 273-6632

Email: lriley@tompskins-co.org

Address: 160 Commercial Ave, Ithaca, NY 14850

Partnership: 2014- Present; Casella operates the County owned Transfer Station, accepting solid waste, recyclable materials, food waste, construction debris, metal, white goods and electronics. Casella also provides curbside collection services to County.

Insurance and Bonding Capabilities

Casella has the ability meet the bonding and insurance requirements set forth by the Town. Please see the attached certificate from our insurance agency, the Noyle Johnson Group. Casella can provide additional information needed upon further request.

Financial Information & Bank References

Casella Waste Systems publicly traded on the NASDAQ Global Select Market under the symbol CWST.

Casella's Financial Statements can found at: <https://ir.casella.com/financial-information>

Casella's Investor Relations can found at: <https://ir.casella.com/financial-information>

Bank of America	TD Bank
100 Federal Street, Boston, MA 02106	P.O. Box 999, Rutland VT 05702
www.bankVOD.com	
NO PHONE CALLS, BANK POLICY	(404) 783-5824
Vendor retrieval Fee \$25.00 same day and \$10.00 for 3-day service	Contact Peron: Thomas Armstrong
#50295698 (Funding/Checking)	#5240199506 (Depository)



Casella Terms Applicable to Residuals

General. Unless otherwise mutually agreed, service is provided during the regular business hours, Monday – Friday, exclusive of holidays.

Transportation. Customer will utilize appropriate collection container(s) and will load containers evenly, to the level specified. All loads will be filled to a minimum amount of tons per load specified (the "Minimum Load"). All loads will be weighed on a certified scale. Minimum Load quantities may be adjusted to accommodate Casella's operating or legal requirements. Customer will not exceed maximum load specifications of Casella.

Residuals Analyses. Customer will pay for all laboratory analysis of residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated by this Agreement, including those required by applicable facility permits.

Price. Customer will compensate Casella at the rate specified per wet ton of residuals, exclusive of transportation. Customer is solely responsible for payment of all applicable taxes. Casella may adjust pricing for quantities that vary by more than ten (10) percent, for increases in Consumer Pricing Index or fuel prices, or for extraordinary circumstances, as set forth below.

Delays/No Load. Loading and departure times of greater than forty-five (45) minutes will be billed to Customer at Demurrage Rate per hour. In the event of no load, a no load charge shall apply that is calculated applying this rate for travel and wait times combined.

Minimum Load Charge. A charge will be made for the Minimum Load at the rates specified by volume (tons or yards) in the event that Customer fails to provide the Minimum Load specified.

Quality Standard. Customer warrants that residuals meet the requirements and guidance of applicable laws, regulations, state guidance documents, and permits for the uses contemplated by this Agreement, including any requirements and guidance that is specific to the management of emerging contaminants. Customer warrants that the residuals are not classified as, nor contaminated by toxic materials or hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. Residuals are not frozen and are free of any trash, free of excessive malodors, hazardous waste, or other debris and meet the specified minimum percentage of solids. Customer shall provide Casella with not less than twenty four (24) hours notice in the event of changes in process or quality of residuals that may impact odors. Customer is responsible for, and will ensure that malodors will be addressed. Customer may be required to install, operate, and maintain a system to introduce odor neutralizing compounds if the residuals contain excessive malodors. Together these provisions constitute the "Quality Standard." All materials that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Casella has the right to refuse any Non-Conforming Waste in its sole discretion.

Regulatory. Customer is responsible for and agrees to complete and execute Casella's standard "Waste Characterization Form" and to provide test data and analysis as required by Casella.

Title. Title to residuals shall pass to Casella when it removes residuals from Customer's custody and control, or in the case where Casella does not provide transportation, upon receipt at Casella's facility. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

Inflation. All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases for Garbage and Trash Collection will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>

Fuel Correction. An Energy and Environmental Fee will be assessed each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner.
<https://www.casella.com/fees>

Extraordinary Rate Adjustments. Casella may make adjustments to pricing to cover increases in costs arising from (i) negligence or willful misconduct of Customer or Customer violation of any permit, law or regulation or (ii) receipt of residuals which do not meet the Quality Standards or any material change in the quality of residuals or excessive odors, (iii) changes in Quantities as provided in this Agreement, (iv) changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, (v) revocation, suspension, denial or modification of any permit, license or approval, or (v) change in price to Casella of disposal at any third party site. Casella shall provide Customer with written notice of any such adjustments together with reasonable justification therefor. If Customer does not reject the adjustments in writing within seven (7) days after Casella first gives notice of such adjustment to Customer, Customer will be deemed to have approved the adjustments, which will be effective as of that date (7 days after written notice by Casella). If Customer rejects the adjustments, Casella shall have the right to terminate this Agreement upon thirty (30) days written notice from the date of rejection, provided that **Customer shall not have the right to reject the Inflation or Fuel Correction described above.**

COUNTY OF ALLEGANY BID PROPOSAL

THE BID PROPOSALS FOR THE ITEMS SHOWN BELOW ARE TO BE SUBMITTED AS SEPARATE BIDS. THE COUNTY MAY ACCEPT ANY SINGLE PROPOSAL OR ANY COMBINATION OF PROPOSALS, FROM A SINGLE BIDDER OR FROM SEVERAL BIDDERS, AS THE COUNTY IN ITS DISCRETION MAY DETERMINE.

THE UNDERSIGNED OFFERS TO FURNISH LANDFILL DISPOSAL SERVICES, IN ACCORDANCE WITH THE BID DOCUMENTS AND AGREEMENT ATTACHED HERETO, FOR THE BID PRICE OF:

FOR MIXED MUNICIPAL SOLID WASTES:

Item I — For a one-year period commencing on January 1, 2024 and ending on December 31, 2024, at the price of \$ 42.00 per ton (in figures); in words: dollars and cents per ton.

Forty- two dollars per ton.

Item II — For a one-year period commencing on January 1, 2025 and ending on December 31, 2025 at the price of \$ 45.00 per ton (in figures); in words: dollars and cents per ton.

Forty- five dollars per ton.

Item III — For a two-year period commencing on January 1, 2026 and ending on December 31, 2027 at the price of \$ *** per ton (in figures); dollars and cents per ton.

*** Annual increase based on CPI + previous year rate

Indicate (Yes or No) whether the arbitration and price change provisions of the attached "ADDENDUM TO THE BASIC AGREEMENT FOR LANDFILL DISPOSAL SERVICES" are accepted: _____

Days and hours normally open to receive waste deliveries: _____
Mon-Fri 7:00AM-3:00PM Sat. 7:00AM-12:00PM

Holidays closed for waste deliveries: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

FOR CONSTRUCTION AND DEMOLITION DEBRIS, INCLUDING OTHER BULKY WASTES:

Item IV — For a one-year period commencing on January 1, 2024 and ending on December 31, 2024 at the price of \$ 42.00 per ton (in figures); in words: dollars and cents per ton.
Forty- two dollars per ton.

Item V — For a one-year period commencing on January 1, 2025- and ending on December 31, 2025-at the price of \$ 45.00 per ton (in figures);in words: dollars and cents per ton.
Forty- five dollars per ton.

Item VI — For a two-year period commencing on January 1, 2026 and ending on December 31, 2027 at the price of \$ ^{***} per ton (in figures);in words: dollars and cents per ton.
*** Annual increase based on CPI + previous year rate

Indicate (Yes or No) whether the arbitration and price change provisions of the attached

"ADDENDUM TO THE BASIC AGREEMENT FOR LANDFILL DISPOSAL SERVICES" are accepted:

Is your landfill facility permitted to only accept construction and demolition debris (Yes or No):

Days and hours normally open to receive waste deliveries: _____
Mon-Fri 7:00AM-3:00PM Sat. 7:00AM-12:00PM

Holidays closed for waste deliveries: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

FOR WASTE WATER TREATMENT PLANT SLUDGE:

Item VII — For a one-year period commencing on January 1, 2024 ending on December 31, 2024 at the price of \$ 90.00/ton per ton (in figures); in words: dollars and cents per ton.
Ninety dollars per ton.

Item VII - For a one-year period commencing on January 1, 2025 and ending on December 31, 2025 at the price of \$ \$96.00 per ton (in figures); in words: dollars and cents per ton.
Ninety-six dollars per ton.

Item IX — For a two-year period commencing on January 1, 2026-and ending on December 31, 2027 at the price of \$ *** per ton (in figures); in words: dollars and cents per ton.

*** Annual increase based on CPI + previous year rate

Indicate (Yes or No) whether the arbitration and price change provisions of the attached "ADDENDUM TO THE BASIC AGREEMENT FOR LANDFILL DISPOSAL SERVICES" are accepted: _____

Days and hours normally open to receive waste deliveries: _____
Mon-Fri 7:00AM-3:00PM Sat. 7:00AM-12:00PM

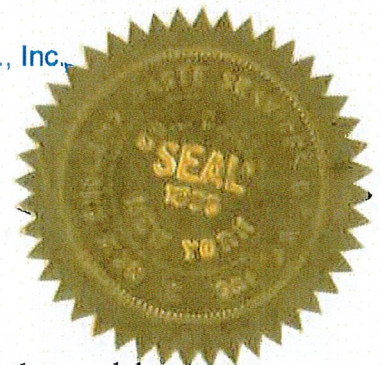
Holidays closed for waste deliveries: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

IN WITNESS WHEREOF, the undersigned bidder has executed this bid proposal this 4th day of December, 2023.

Duly Authorized Signature: _____

Title: Michael Stehman, Vice President & Duly Authorized Agent

Facility/Company Name: Facility Address: New England Waste Services of N.Y., Inc.,
Hyland Facilities
6653 Herdman Road
Angelica, NY 14709



CORPORATE ACKNOWLEDGMENT

STATE OF VERMONT)

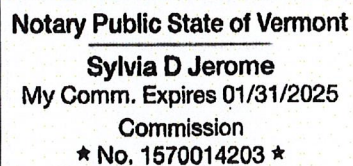
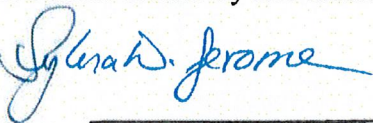
COUNTY OF RUTLAND) ss.;

On this 4th day of December, 2023, before me personally came to me known, who, being by me duly sworn, Michael Stehman did depose and say that he resides at 31 Stablegate Dr, Ballston Lake, NY 12019

deponent is the Vice President of, the corporation described in and which executed, the foregoing Bid Proposal; that deponent knows the seal of said corporation; that the seal affixed to said Bid Proposal is such

corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that deponent signed deponent's name thereto by like order.

Notary Public



PARTNERSHIP ACKNOWLEDGMENT STATE OF NEW YORK)

COUNTY OF) SS.:

On this ____ day of _____, _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s)he is a member of the firm of, a co- _____ partnership, and that (s)he duly executed the foregoing Bid Proposal in the name of said co-partnership, that (s)he is duly authorized to sign the name; and duly acknowledged to me that (s)he executed the same as the act and deed of said co-partnership, for the uses and purposes mentioned therein.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, a bid for the purpose of restricting competition.

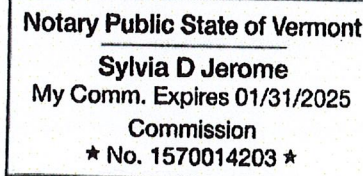
New England Waste Services of N.Y., Inc.
Name of Bidder

Michael Stehman
Signature of Bidder Michael Stehman
Vice President & Duly Authorized Agent

December 4, 2023
Date

Subscribed and sworn to before me
This 4th day of December, 2023

Sylvia D. Jerome
Notary Public



Note: If bidder is a corporation, the corporate name and title of officer signing must be stated.

HOLD HARMLESS CLAUSE

The agent shall at all times defend, indemnify and hold harmless the County of Allegany and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: New England Waste Services of N.Y., Inc.

Company Address: 5 Wall Street, Suite 200, Clifton Park, NY 12065

Name: Michael Stehman Title: Vice President & Duly Authorized Agent

Signature:  Date: December 4, 2023

Telephone No: 607-216-4192 Fax No: 585-466-3206

Federal Employee ID# 14-1794820

Bid Name: Allegany County Department of Public Works - Bids for Disposal
of Solid Wastes at a Landfill Facility

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not
 - a. Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and it identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b. The County of Allegany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Allegany would be unable to obtain the goods or

services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Michael Stehman
Signature Michael Stehman

Vice President & Duly Authorized Agent
Title

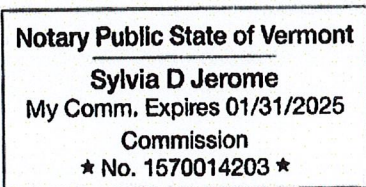
New England Waste Services of N.Y., Inc.
Company Name

December 4, 2023
Date

State of Vermont)
County of Rutland) ss

On the 4th day of December in the year 2023 before me,
the undersigned, personally appeared Michael Stehman,
personally known to me or proved to me on the basis on satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his /her/their capacity (ies)
and that by his/her/their signature(s) on the instrument, the individual(s) or the person
upon behalf of which the individual (s) acted, executed as instrument.

Sylvia D Jerome
Notary Public



CERTIFICATE OF AUTHORITY
New England Waste Services of N.Y., Inc.

At a duly authorized meeting of the Board of Directors of New England Waste Services of N.Y., Inc., it was voted that John W. Casella, President, and/or, Michael Stehman, Vice President, are authorized to independently execute any and all bid and contract documents related to the Allegany County Department of Public Works, New York's Request for Proposals for "The Disposal of Solid Waste at a Landfill Facility." In the name of and on behalf of New England Waste Services of N.Y., Inc., all such documents shall be valid and binding upon New England Waste Services of N.Y., Inc.

A True Copy Attested,

Company Name: New England Waste Services of N.Y., Inc.

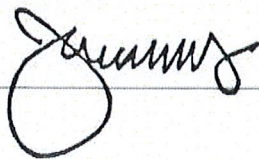
Address: 5 Wall Street, Suite 200
Clifton Park, NY 12065

Name & Title of Signatory: John W. Casella, President & Secretary

Date: December 1, 2023

I hereby certified that I am the Secretary of New England Waste Services of N.Y., Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Signature: _____



COUNTY OF ALLEGANY BID PROPOSAL

THE BID PROPOSALS FOR THE ITEMS SHOWN BELOW ARE TO BE SUBMITTED AS SEPARATE BIDS. THE COUNTY MAY ACCEPT ANY SINGLE PROPOSAL OR ANY COMBINATION OF PROPOSALS, FROM A SINGLE BIDDER OR FROM SEVERAL BIDDERS, AS THE COUNTY IN ITS DISCRETION MAY DETERMINE.

THE UNDERSIGNED OFFERS TO FURNISH LANDFILL DISPOSAL SERVICES, IN ACCORDANCE WITH THE BID DOCUMENTS AND AGREEMENT ATTACHED HERETO, FOR THE BID PRICE OF:

FOR MIXED MUNICIPAL SOLID WASTES:

Item I — For a one-year period commencing on January 1, 2024 and ending on December 31, 2024, at the price of \$ 42.00 per ton (in figures); in words: dollars and cents per ton.

Forty- two dollars per ton.

Item II — For a one-year period commencing on January 1, 2025 and ending on December 31, 2025 at the price of \$ 45.00 per ton (in figures); in words: dollars and cents per ton.

Forty- five dollars per ton.

Item III — For a two-year period commencing on January 1, 2026 and ending on December 31, 2027 at the price of \$ *** per ton (in figures); dollars and cents per ton.

*** Annual increase based on CPI + previous year rate

Indicate (Yes or No) whether the arbitration and price change provisions of the attached "ADDENDUM TO THE BASIC AGREEMENT FOR LANDFILL DISPOSAL SERVICES" are accepted: _____

Days and hours normally open to receive waste deliveries: _____
Mon-Fri 7:00AM-3:00PM Sat. 7:00AM-12:00PM

Holidays closed for waste deliveries: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

FOR CONSTRUCTION AND DEMOLITION DEBRIS, INCLUDING OTHER BULKY WASTES:

Item IV — For a one-year period commencing on January 1, 2024 and ending on December 31, 2024 at the price of \$ 42.00 per ton (in figures); in words: dollars and cents per ton.
Forty- two dollars per ton.

Item V — For a one-year period commencing on January 1, 2025- and ending on December 31, 2025-at the price of \$ 45.00 per ton (in figures);in words: dollars and cents per ton.
Forty- five dollars per ton.

Item VI — For a two-year period commencing on January 1, 2026 and ending on December 31, 2027 at the price of \$ *** per ton (in figures);in words: dollars and cents per ton.
*** Annual increase based on CPI + previous year rate

Indicate (Yes or No) whether the arbitration and price change provisions of the attached

"ADDENDUM TO THE BASIC AGREEMENT FOR LANDFILL DISPOSAL SERVICES" are accepted:

Is your landfill facility permitted to only accept construction and demolition debris (Yes or No):

Days and hours normally open to receive waste deliveries: _____
Mon-Fri 7:00AM-3:00PM Sat. 7:00AM-12:00PM

Holidays closed for waste deliveries: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

FOR WASTE WATER TREATMENT PLANT SLUDGE:

Item VII — For a one-year period commencing on January 1, 2024 ending on December 31, 2024 at the price of \$ 90.00/ton per ton (in figures); in words: dollars and cents per ton.

Ninety dollars per ton.

Item VII - For a one-year period commencing on January 1, 2025 and ending on December 31, 2025 at the price of \$ \$96.00 per ton (in figures); in words: dollars and cents per ton.

Ninety-six dollars per ton.

Item IX — For a two-year period commencing on January 1, 2026-and ending on December 31, 2027 at the price of \$ *** per ton (in figures); in words: dollars and cents per ton.

*** Annual increase based on CPI + previous year rate

Indicate (Yes or No) whether the arbitration and price change provisions of the attached "ADDENDUM TO THE BASIC AGREEMENT FOR LANDFILL DISPOSAL SERVICES" are accepted: _____

Days and hours normally open to receive waste deliveries: _____
Mon-Fri 7:00AM-3:00PM Sat. 7:00AM-12:00PM

Holidays closed for waste deliveries: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

IN WITNESS WHEREOF, the undersigned bidder has executed this bid proposal this 4th day of, December, 2023.

Duly Authorized Signature: Michael Stehman

Title: Michael Stehman, Vice President & Duly Authorized Agent

Facility/Company Name: Facility Address: New England Waste Services of N.Y., Inc.
Hyland Facilities
6653 Herdman Road
Angelica, NY 14709

CORPORATE ACKNOWLEDGMENT

STATE OF VERMONT)

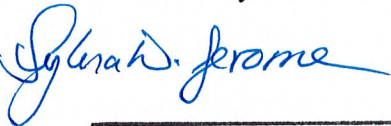
COUNTY OF RUTLAND) ss.;

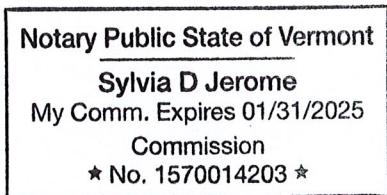
On this 4th day of December, 2023, before me personally came to me known, who, being by me duly sworn, Michael Stehman did depose and say that he resides at 31 Stablegate Dr, Ballston Lake, NY 12019

deponent is the Vice President of, the corporation described in and which executed, the foregoing Bid Proposal; that deponent knows the seal of said corporation; that the seal affixed to said Bid Proposal is such



corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that deponent signed deponent's name thereto by like order.

Notary Public 



PARTNERSHIP ACKNOWLEDGMENT STATE OF NEW YORK)

COUNTY OF) SS.:

On this ____ day of _____, _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s)he is a member of the firm of, a co- _____ partnership, and that (s)he duly executed the foregoing Bid Proposal in the name of said co-partnership, that (s)he is duly authorized to sign the name; and duly acknowledged to me that (s)he executed the same as the act and deed of said co-partnership, for the uses and purposes mentioned therein.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

New England Waste Services of N.Y., Inc.
Name of Bidder

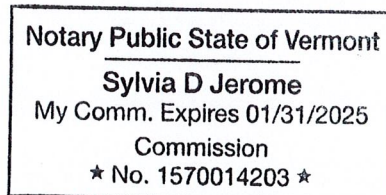
Michael D

Signature of Bidder Michael Stehman
Vice President & Duly Authorized Agent

December 4, 2023
Date

Subscribed and sworn to before me
This 4th day of December, 2023

Sylvia D. Jerome
Notary Public



Note: If bidder is a corporation, the corporate name and title of officer signing must be stated.

HOLD HARMLESS CLAUSE

The agent shall at all times defend, indemnify and hold harmless the County of Allegany and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: New England Waste Services of N.Y., Inc.

Company Address: 5 Wall Street, Suite 200, Clifton Park, NY 12065

Name: Michael Stehman Title: Vice President & Duly Authorized Agent

Signature:  Date: December 4, 2023

Telephone No: 607-216-4192 Fax No: 585-466-3206

Federal Employee ID# 14-1794820

Bid Name: Allegany County Department of Public Works - Bids for Disposal
of Solid Wastes at a Landfill Facility

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not
 - a. Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b. The County of Allegany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Allegany would be unable to obtain the goods or

services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Michael Stehman
Signature Michael Stehman

New England Waste Services of N.Y., Inc.
Company Name

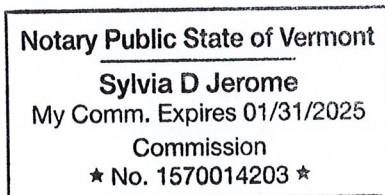
Vice President & Duly Authorized Agent
Title

December 4, 2023
Date

State of Vermont)
County of Rutland) ss

On the 4th day of December in the year 2023 before me, the undersigned, personally appeared Michael Stehman, personally known to me or proved to me on the basis on satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity (ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual (s) acted, executed as instrument.

Sylvia D Jerome
Notary Public



CERTIFICATE OF AUTHORITY
New England Waste Services of N.Y., Inc.

At a duly authorized meeting of the Board of Directors of New England Waste Services of N.Y., Inc., it was voted that John W. Casella, President, and/or, Michael Stehman, Vice President, are authorized to independently execute any and all bid and contract documents related to the Allegany County Department of Public Works, New York's Request for Proposals for "The Disposal of Solid Waste at a Landfill Facility." In the name of and on behalf of New England Waste Services of N.Y., Inc., all such documents shall be valid and binding upon New England Waste Services of N.Y., Inc.

A True Copy Attested,

Company Name: New England Waste Services of N.Y., Inc.

Address: 5 Wall Street, Suite 200
Clifton Park, NY 12065

Name & Title of Signatory: John W. Casella, President & Secretary

Date: December 1, 2023

I hereby certified that I am the Secretary of New England Waste Services of N.Y., Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Signature: _____

